

RECORDATION NO. 18423-D FILED

APR 24 '08 -2 00 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301

SURFACE TRANSPORTATION BOARD

WASHINGTON, D.C.

20036

OF COUNSEL  
URBAN A. LESTER

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

April 24, 2008

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Full Release of Lien of Security Agreement and of Assignment of Lease and Rents and of Guaranty, dated April 23, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment of Lease and Rents and of Guaranty previously filed with the Commission under Recordation Number 18423-A.

The name and address of the party to the enclosed document are:

Secured Party: Thrivent Financial for Lutherans  
4321 North Ballard Road  
Appleton, Wisconsin 54919

Anne K. Quinlan, Esq.  
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A description of the railroad equipment covered by the enclosed document is:

All railcars currently covered by this recordation.

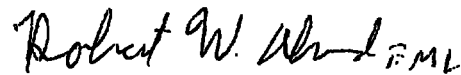
A short summary of the document to appear in the index is:

Full Release of Lien of Security Agreement and of Assignment of Lease and Rents and of Guaranty.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Robert W. Alvord". The signature is written in a cursive, flowing style.

Robert W. Alvord

RWA/sem  
Enclosures

APR 24 '08

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SURFACE TRANSPORTATION BOARD

**FULL RELEASE OF LIEN  
OF SECURITY AGREEMENT  
AND OF ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY**

THIS FULL RELEASE OF LIEN OF SECURITY AGREEMENT AND OF ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY (this "Full Release") is given this 23<sup>rd</sup> day of April, 2008, by THRIVENT FINANCIAL FOR LUTHERANS (f/k/a Aid Association for Lutherans) (the "Secured Party"), witnesseth:

**RECITALS**

A. M&T Credit Services, LLC, as successor debtor, and the Secured Party, as secured party, are parties to that certain Secured Note Purchase Agreement (the "Secured Note Purchase Agreement") dated as of September 30, 1993 pursuant to which the Secured Party agreed to make to the Debtor the loan described in the Secured Note Purchase Agreement.

B. To secure the Debtor's Obligations (as defined in the Secured Note Purchase Agreement) thereunder, the Debtor executed and delivered to the Secured Party a Security Agreement (the "Security Agreement") and an Assignment of Lease and Rents and of Guaranty (the "Assignment"), each dated as of September 30, 1993, pursuant to which the Debtor granted the Secured Party a security interest in Schedule No. 1 to Railcar Lease Agreement, each dated as of September 30, 1993 and each by and between the Debtor, as lessor, and Savage-Tolk Corporation (f/k/a Wheelabrator Coal Services Company), as lessee (the "Lessee") and the railcars listed therein, and assigned to the Secured Party all of Debtor's rights in and to the Lease and a Railcar Lease Guaranty dated as of September 30, 1993 from Southwestern Public Service Company (the collateral listed in this sentence and any and all other collateral listed in the Security Agreement and the Assignment shall hereinafter be collectively referred to as the "Collateral").

C. The Security Agreement was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303(a) on September 30, 1993 under the Recordation No. 18424.

D. The Assignment was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303(a) on September 30, 1993 under the Recordation No. 18423-A.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereto submits the following:

1. The Secured Party releases any and all liens it holds against the Collateral assigned to it, created by, or arising out of the Security Agreement and the Assignment.

2. This Full Release shall be recorded with the Surface Transportation Board so as to record the release of any such lien against the Collateral constituted by the Security Agreement and the Assignment.

IN WITNESS WHEREOF, the Secured Party has caused this Full Release to be duly executed under seal as of the date first above written.

WITNESS:

THRIVENT FINANCIAL FOR  
LUTHERANS

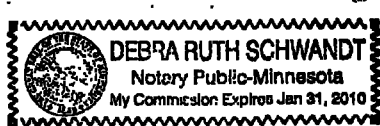
*Charles J. Hoyle*

By: *Mark L. Simenstad* (SEAL)  
Name: Mark L. Simenstad  
Title: Vice President

State of Minnesota, County of Hennepin, TO WIT:

On this 23<sup>rd</sup> day of April, 2008 before me personally appeared Mark L. Simenstad, to me personally known, who being by me duly sworn, says that he is the Vice President of THRIVENT FINANCIAL FOR LUTHERANS, that said instrument was signed on behalf of said company, by authority of its Board of Directors, and that s/he acknowledged that the execution of the foregoing instruments was the free act and deed of said company.

IN WITNESS WHEREOF I have set my hand and seal.



*Debra Ruth Schwandt*  
Notary Public

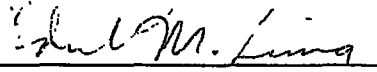
(SEAL)

My Commission Expires: *January 31, 2010*

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: April 24, 2008

  
\_\_\_\_\_  
Edward M. Luria